

SERIAL 07063 C SCUBA AND SKIN DIVING EQUIPMENT, REPAIR AND MAINTENANCE

DATE OF LAST REVISION: September 05, 2007 CONTRACT END DATE: September 30, 2010

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SCUBA AND SKIN DIVING EQUIPMENT, REPAIR AND MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 05, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

BW/mm
Attach

Copy to: Clerk of the Board
Crystal Wester, Sheriff's Office
Materials Management

INVITATION FOR BID FOR: SCUBA AND SKIN DIVING EQUIPMENT, REPAIR AND MAINTENANCE

1.0 INTENT:

The intent of this solicitation is to purchase scuba and skin diving equipment for the Sheriff's Office. The solicitation is also for the repair and maintenance of the diving equipment. It is the intention of the Sheriff's Office to establish "one-stop shopping"; therefore, a single vendor who can supply all their equipment and service needs is preferred. Also included are blanket discounts for related supplies as covered by current pricing documents.

2.0 SPECIFICATIONS:

2.1 DIVE GEAR REQUIREMENTS-NO SUBSTITUTIONS

2.1.1 Innovative Regulator Hose

2.1.1.1 34 inch

2.1.2 M & J Engineering, Model SW-3000, AGA Omniswivel

2.1.2.1 2 Way 360 degree Swivel AGA Omniswivel Female to 9/16-18 Male

2.1.3 Aquacom, THB-101 900298-009- Headset, Set up for the STX101 Surface Transceiver with Boom Mic

2.1.4 Aquacom- STX-101m Transceiver

2.1.4.1 Nominal Range: calm seas: Greater than 1,500 meters. Sea State 6: 200 meters

2.1.4.2 Frequency Range: 30 to 35 KHz

2.1.4.3 Audio Bandwidth: 300Hz to 3,500 Hz.

2.1.4.4 Automatic Gain Control: 120dB dynamic range (AGC)

2.1.4.5 Acoustic Output Power: 10 watts (nominal)

2.1.4.6 Microphone/Speaker: Hand Held, dynamic, 200 ohm. / Front panel speaker W/On/Off control

2.1.4.7 Transducer: Piezoelectric type on a 55' cable

2.1.4.8 External Power: 12 volt, DC @ minimum of 4 amps.

2.1.4.9 Battery Type & Life: Supplied with (2) RB-6V rechargeable batt. Opt (2) 6 volt lantern battery (heavy duty with springs). 20 hours continuous use. Charger = RC- 6M (supplied).

2.1.4.10 Squelch: User adjustable from the front panel.

2.1.4.11 Receiver Sensitivity: Greater than 100 dBv.

2.1.4.12 Housing Dimensions: D: 10.60", W: 14.00", H: 6.500", Weight 12.5 lbs. w/ Batt. Housing U/K 603

2.1.4.13 Sideband Channels: 1=32.768 kHz upper, 2= 32.768 kHz lower, 3=31.250 kHz upper, 4= 31.250 kHz lower, 5= 28.5 kHz upper, 6= 28.5 kHz lower, 7= 25kHz upper, 8= 25 kHz lower

2.1.5 Diving Unlimited International-CF 200X Self Donning stock Men and women's Drysuit

2.1.5.1 Crushed Neoprene

2.1.5.2 Diagonal Front-Entry Zipper

2.1.5.3 Telescoping torso, crotch strap and suspenders

2.1.5.4 Warm neck collar

2.1.5.5 Zipper guard

2.1.5.6 Rockboot System

2.1.5.7 Internal waist adjustment cord

2.1.5.8 CF200 Knee Pads

2.1.5.9 Apeks swivel inlet and adjustable, automatic exhaust valves

2.1.5.10 Latex neck and wrist Zipseals

2.1.5.11 Drysuit bag, zipper lubricant and talc

2.1.5.12 Replacement Zipseals

2.1.5.12.1 Instantly replace a torn neck or wrist seal in less than a minute

2.1.5.12.2 Flexible urethane Zipseals rings fit divers of all sizes

2.1.6 Diving Unlimited International-Thinsulate Ultra 400 gram One-piece Jumpsuit

2.1.6.1 Two-way zipper

2.1.6.2 Quilted fleece lining and Micro-fiber outer shell

2.1.6.3 Wind and spray resistant micro-fiber shell

2.1.6.4 Hand-warmer pockets

2.1.6.5 Available in Special Production sizing

2.1.6.6 Temperature rating

2.1.6.7 Thinsulate Insulation 400: 35 - 50 F

2.1.7 Thinsulate Ultra Insulation 400 gram Boots

2.1.7.1 Wind and Spray resistant micro-fiber outer shell

2.1.7.2 Codura Bottom

- 2.1.7.3 Temperature rating
- 2.1.7.4 Material: Thinsulate Ultra Insulation 400 gram Type B
- 2.1.8 Interspiro AGA #96319-01-Gold Full Face Mask ~~with MK-II Bud Communications~~
 - 2.1.8.1 Chemically resistant silicone skirt
 - 2.1.8.2 Oral-nasal pocket
 - 2.1.8.3 Highly effective de-fogging system
 - 2.1.8.4 Polycarbonate visor
 - 2.1.8.5 5 point "spider" strap system
 - 2.1.8.6 Cold water Interspiro 2nd stage
 - 2.1.8.7 Semi-Positive pressure
 - 2.1.8.8 ABV-1* Ambient Breathing Valve
 - 2.1.8.9 Supply hose
- 2.1.9 Ocean Technology Aquacomm SSB-1001B
 - 2.1.9.1 Nominal Range: Calm SEA: Greater than 1,500 meters. Sea state 6: 150 meters nominal
 - 2.1.9.2 Transmitter Band: 25 to 31 kHz
 - 2.1.9.3 Audio Freq. Response: 300 Hz to 4,000 Hz.
 - 2.1.9.4 Receiver Sensitivity: - 110dBv.
 - 2.1.9.5 Acoustic Output Power: 10 watts + (174.2 dB re 1 uPA at one meter)
 - 2.1.9.6 Automatic Gain Control: 120 dB dynamic range (AGC)
 - 2.1.9.7 Transducer: Piezoelectric type
 - 2.1.9.8 Transmitter Activation: Voice Operated transmitter (VOX) or manual activation (PPT)
 - 2.1.9.9 Battery Type: 8-AA Alkaline cells or .NiMH recharg batt. RB-11 & RC-15
 - 2.1.9.10 Battery Life: 12 hrs AA Alkaline assuming 10% duty cycle. 13 hrs. NiMH batt.
 - 2.1.9.11 Low Battery Indicator: Red LED on upper housing (also indicates power is ON)
 - 2.1.9.12 Housing Dimensions: Height 7.60", Width 3.55", and Depth 1.80"
 - 2.1.9.13 Sideband Channels: 1= 32.768 kHz upper, 2= 32.768 kHz lower, 3= 31.250 kHz upper, 4= 31.250 kHz lower, 5= 28.5 kHz upper, 6= 28.5 kHz lower, 7= 25 kHz upper, 8= 25 kHz lower.

- 2.1.10 Carter- Lift bags
 - 2.1.10.1 Open bottom vents expanding air as it ascends
 - 2.1.10.2 One or more handles and tie-off points
 - 2.1.10.3 Lighter weight urethane coated nylon material, folds into neat, negatively-buoyant rolls
 - 2.1.10.4 Bag lifts range from 25 to 250 pound
- 2.1.11 Oceanic Reefpro- Warm Water Glove
 - 2.1.11.1 Velcro cinch strap
 - 2.1.11.2 Amara palm provides a high degree of protection, wear resistance and dexterity
 - 2.1.11.3 Screened non-skid grip
 - 2.1.11.4 Perforated neoprene upper for increased flexibility and water flow
- 2.1.12 Pelican Case #1650
 - 2.1.12.1 Fold down main handle, 7" extension handle
 - 2.1.12.2 1/4" (6.4 mm) neoprene o-ring and ABS latches and automatic purge valve
 - 2.1.12.3 2" Transport wheels
 - 2.1.12.4 Temperature Rating: Minimum -10° F (-23° C) Maximum +210° F (+99° C)
 - 2.1.12.5 Inside Dimensions: 29" x 17-7/8" x 10-1/2"
 - 2.1.12.6 Outside Dimensions: 32-1/2" x 20-1/2" x 11-5/16"
 - 2.1.12.7 Lid Depth: 1-7/8" (4.7 cm)
 - 2.1.12.8 Case Depth: 8-5/8" (21.9 cm)
 - 2.1.12.9 Buoyancy: Floats in salt water with 100 lbs (45.4 kg)
 - 2.1.12.10 Approvals: IP 67 ATA Specification 300 Military Standard C-4150J
 - 2.1.12.11 Weight of Case: 39.2 lbs
 - 2.1.12.12 Made of Ultra High Impact structural copolymer: Unbreakable, watertight, airtight, dustproof, chemical resistant and corrosion proof
 - 2.1.12.13 Without Foam
- 2.1.13 Aluminum Cylinders Pony-Series #AL- 13
 - 2.1.13.1 High-strength aluminum technology
 - 2.1.13.2 "Plus" rated for 10% overfill to 3442 psi

- 2.1.13.3 Standard "Yoke Style" Thermo PRO valve
- 2.1.13.4 Inlet thread is standard 3/4"-14 NPSM
- 2.1.13.5 Negatively buoyant throughout the dive
- 2.1.13.6 Manufactured to DOT 3AL standard
- 2.1.13.7 13 cubic feet
- 2.1.14 Pony Bottle Quick Disconnect with Tank Band Assembly, Innovative Scuba #TK-0402
- 2.1.15 Scubapro 5mm Hooded Vest
 - 2.1.15.1 5.0mm neoprene hood
 - 2.1.15.2 3.0mm ultra-stretch Nylon out, silverskin in torso
- 2.1.16 Scubapro Crystal VU Mask
 - 2.1.16.1 Patented Purge
 - 2.1.16.2 Patented Single Lens with seamless side window
 - 2.1.16.3 Double sealed silicone skirt
 - 2.1.16.4 Low volume styling
 - 2.1.16.5 Swivel buckles for easy adjustment
- 2.1.17 Scubapro Deluxe Regulator Bag
 - 2.1.17.1 Oversized
 - 2.1.17.2 Padded
 - 2.1.17.3 Internal Velcro® straps to secure the system hoses
 - 2.1.17.4 Heavy-duty, molded carry handle
- 2.1.18 Scubapro Knighthawk Buoyancy Control Device
 - 2.1.18.1 Retractable air bladder offers the ultimate in streamline design and significantly decreases drag
 - 2.1.18.2 Adjustable cummerbund has a quick-release buckle
 - 2.1.18.3 Four stainless steel D-rings offer diver plenty accessory attachment options
 - 2.1.18.4 Two zippered pockets can be rolled up and stowed out of the diver's way when not used
 - 2.1.18.5 Two front quick-release weight-integration pockets hold up to ten (10) pounds of weight

2.1.18.6 Two back weight-integration (no-dump) pockets on back hold up to five (5) pounds each of non-releasable weights

2.1.18.7 Comfort features: neck roll of soft neoprene, special foam back pad

2.1.18.8 Three pull dumps deflate the BC quickly from any position the diver may encounter

2.1.18.9 Stainless steel tank attachment system

2.1.19 Scubapro MK 17 1st Stage with S555 Regulator

2.1.19.1 1st Stage: MK17

2.1.19.1.1 Balanced diaphragm design.

2.1.19.1.2 Dry ambient chamber.

2.1.19.1.3 Thermal Insulating System (TIS)

2.1.19.1.4 Anti Freeze (AF) System

2.1.19.1.5 4 low pressure ports (2 High Flow Ports (HFP))

2.1.19.1.6 2 high pressure ports

2.1.19.1.7 Weight 1.90 lbs

2.1.19.1.8 Externally Adjustable IP

2.1.19.1.9 Yoke / DIN 232

2.1.19.2 Second Stage: S555

2.1.19.2.1 Classic downstream valve

2.1.19.2.2 Reversible attachment of low pressure hose

2.1.19.2.3 Fixed VIVA flow vane

2.1.19.2.4 Lightweight and compact

2.1.19.2.5 Redesigned classic purge

2.1.19.2.6 Orthodontic silicone mouthpiece

2.1.20 Scubapro R295 2nd Stage Octopus Regulator

2.1.20.1 Classic Downstream valve

2.1.20.2 1-meter hose

2.1.20.3 Signaling yellow cover and hose protector

2.1.20.4 Reversible attachment of low pressure hose

- 2.1.20.5 Fixed VIVA flow vane
- 2.1.20.6 Orthodontic silicone mouthpiece
- 2.1.20.7 Large, soft purge button
- 2.1.20.8 Compact and lightweight design
- 2.1.21 Scubapro MK 2PLUS 1st Stage with R295 regulator
 - 2.1.21.1 1st Stage: MK 2PLUS
 - 2.1.21.1.1 Standard Piston Design
 - 2.1.21.1.2 Reliability and virtually trouble-free performance
 - 2.1.21.1.3 Thermal insulating system
 - 2.1.21.1.4 Four LP ports
 - 2.1.21.2 Second Stage: R295
 - 2.1.21.2.1 Classic downstream valve
 - 2.1.21.2.2 Reversible attachment of low pressure hose
 - 2.1.21.2.3 Fixed VIVA flow vane
 - 2.1.21.2.4 Lightweight and compact
 - 2.1.21.2.5 Redesigned classic purge
 - 2.1.21.2.6 Orthodontic silicone mouthpiece
- 2.1.22 Scubapro Molded Sole dive boot
 - 2.1.22.1 Built-in arch support
 - 2.1.22.2 Gusseted zipper
 - 2.1.22.3 Toe and heel caps
 - 2.1.22.4 Fin strap retainer is integrated into the heel cap
 - 2.1.22.5 105° slant at the ankle area
- 2.1.23 Scubapro Smart Com Computer
 - 2.1.23.1 Advanced air-integrated Nitrox computer displays current tank pressure and remaining bottom time (RBT).
 - 2.1.23.2 Advanced microbubble suppression technology with [personal adjustment of 6 different microbubble suppression levels help minimize microbubble formation from repetitive diving.

- 2.1.23.3 ZH-L8 ADT MB (adaptive) algorithm automatic adjustment of decompression for microbubbles, cold water and strenuous dives.
- 2.1.23.4 True remaining bottom time calculation which accounts for ascent time and decompression stops when present.
- 2.1.23.5 Infrared technology with dive profile information transferred without cables to UWATEC's Smart Trak software.
- 2.1.23.6 Enlarged high resolution display
- 2.1.23.7 4350 psi compatibility
- 2.1.23.8 99 logged dives, 50 hours of dive profile storage
- 2.1.23.9 400 ft. depth limit
- 2.1.23.10 Nitrox 21% to 100% (1% increments)
- 2.1.23.11 4 second sampling rate for rapid on-screen information
- 2.1.23.12 User adjustable backlight display
- 2.1.23.13 Dive planner
- 2.1.23.14 Replaceable screen protector
- 2.1.23.15 Temperature displayed on screen
- 2.1.23.16 Mid-tank pressure warning
- 2.1.23.17 Gauge mode
- 2.1.23.18 Maximum depth alarm
- 2.1.23.19 Long Life Battery
- 2.1.24 Scubapro K-3 Stainless Steel Knife
 - 2.1.24.1 Compact Stainless Blade/Handle Designed to be worn on BCD
 - 2.1.24.2 Line Cutter
 - 2.1.24.3 Includes locking sheath
 - 2.1.24.4 Lanyard Opening
- 2.1.25 Scubapro Sure Grip 5MM Glove cold water
 - 2.1.25.1 Thicknesses: 5mm
 - 2.1.25.2 Reinforced palm, fingers, and fingertips
 - 2.1.25.3 Cut and tear resistant

- 2.1.25.4 Extremely flexible neoprene
- 2.1.25.5 Minimal seams
- 2.1.25.6 Velcro® closure with gusset
- 2.1.25.7 Double-stitched, glued design
- 2.1.26 Scubapro Thermal Tec Steamer Wetsuit 5MM
 - 2.1.26.1 Material
 - 2.1.26.1.1 Main suit sections are made of durable and fast drying N2S neoprene.
 - 2.1.26.1.2 Non-porous Fairskin material on external torso section.
 - 2.1.26.1.3 New Heliospan material on internal torso section for added warmth
 - 2.1.26.2 EverFlex stretch panels on most stressed locations
 - 2.1.26.3 Raw cut collar neck line
 - 2.1.26.4 Gusseted zippers on wrist and ankles
 - 2.1.26.5 Nylon webbing thumb loop at base of all back zippers.
 - 2.1.26.6 Compression molded combination zipper flap/spine pad with metal main zipper slider.
 - 2.1.26.7 Extra durable stitching and seam construction with integrated Tatex kneepads
- 2.1.27 Scubapro Twin Jet Fin
 - 2.1.27.1 Patented split fin propeller technology
 - 2.1.27.2 Patented drag-reducing vents
 - 2.1.27.3 Extended soleplate
 - 2.1.27.4 Extra-wide foot pocket
 - 2.1.27.5 Quick-connect swivel buckles
 - 2.1.27.6 Black
- 2.1.28 Underwater Kenitics C-4 L.E.D. Dive Light
 - 2.1.28.1 Worlds first high intensity L.E.D. dive light
 - 2.1.28.2 High Intensity White L.E.D.
 - 2.1.28.3 Constant light output at any battery level
 - 2.1.28.4 80+ TIMES Longer Lamp Life - 5,000 hours

- 2.1.28.5 Power saving switch allows for high or low lamp setting
- 2.1.28.6 Extremely durable lamp, will not break even if dropped
- 2.1.28.7 Power: 5 watts
- 2.1.28.8 Battery Life: 4.5 hours
- 2.1.28.9 Battery: 4 C-CELL
 - 2.1.28.9.1 Bulb Life: 5000+hours
 - 2.1.28.9.2 Depth: 500 feet
- 2.1.29 XS SCUBA Mini retractor clip #CL14
- 2.1.30 XS Scuba Locking Gear Retractor #CL15
- 2.1.31 XS Scuba Deluxe Mesh Backpack
 - 2.1.31.1 Heavy-duty, PVC-coated nylon mesh
 - 2.1.31.2 Adjustable shoulder straps, padded for comfort
 - 2.1.31.3 Exterior pocket with convenient key hook
 - 2.1.31.4 Adjustable sternum strap
 - 2.1.31.5 Tough, PVC-reinforced bottom
 - 2.1.31.6 Easy-access, side opening, #10 YKK zipper
 - 2.1.31.7 Convenient molded rubber side handle
 - 2.1.31.8 Drawstring access with heavy-duty nylon cord
 - 2.1.31.9 Marine brass grommets
 - 2.1.31.10 Interior pocket for DRY Logbook Cover
 - 2.1.31.11 Attachment point Mask Bag
 - 2.1.31.12 Attachment point for Cell Phone Pocket or Sunglasses Pocket
 - 2.1.31.13 Dimensions: 29" x 16.5"
- 2.1.32 Scubapro Smart Infra Red Device
 - 2.1.32.1 Compatible with the following UWATEC computers: Aladin ONE, Aladin PRIME, Aladin TEC, Aladin TEC 2G, SmartPRO, SmartCOM, Smart Z, Smart TEC
 - 2.1.32.1.1 PC with Windows 98/2000/XP (installation disc provided)
 - 2.1.32.1.2 Apple Macintosh running MAC OS 10.3 or higher (plug and play compatible)

2.1.32.1.3 Plugs directly into USB port, or via USB cable provided.

2.1.32.1.4 Aluminum scuba tank various sizes as needed

2.1.32.1.5 Dive Alert compatible with Scubapro Knighthawk

2.1.32.1.6 SubDuck compatible with Scubapro Knighthawk

~~2.1.32.1.7 Optional Accessories to be purchase through catalogs~~

~~2.1.32.1.8 Dive Alert compatible with Scubapro Knighthawk~~

~~2.1.32.1.9 SubDuck compatible with Scubapro Knighthawk~~

~~2.1.32.1.10 Optional Accessories to be purchased through catalogs~~

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

Delivery shall be F.O.B. Destination within twenty (20) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.5.1 Contract Serial number.

2.5.2 Contractor's name and address.

2.5.3 Using Agency name and address.

2.5.4 Using Agency purchase order number.

2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.7 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.8 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.9 DISCONTINUED MATERIALS:

2.9.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.9.1.1 Documentation from the manufacturer that the material has been discontinued.

2.9.1.2 Documentation that names the replacement material.

2.9.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.9.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.9.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.9.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.10 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency. The warranty shall include maintenance, repair and adjustments.

2.11 MAINTENANCE:

2.11.1 The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency. Any requests for maintenance, repairs and adjustments shall be made within twenty-four (24) hours of notification.

- 2.11.2 All equipment must be assembled, repaired and maintained by factory trained certified scuba diver technicians to factory specifications and tested in the Phoenix area. The Contractor must provide proof of certification in the bid.
- 2.11.3 All warranted parts will be visually inspected by MCSO dive team prior to being replaced and returned to the manufacturer at no cost to the Sheriff's Office
- 2.11.4 All parts not under warranty that are replaced will be returned to the Sheriff's Office.
- 2.11.5 The Contractor shall provide an annual maintenance service according to the manufacturer's recommendation under terms of the warranty. Only original parts may be used for repairs and must be purchased from an authorized dealer.
- 2.11.6 All of the maintenance, repairs and adjustment must be recorded and maintained for the length of the contract including all renewals.

2.12 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.13 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

2.15 INVOICES AND PAYMENTS:

2.15.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.15.1.1 Company name, address and contact
- 2.15.1.2 County bill-to name and contact information
- 2.15.1.3 Contract Serial Number
- 2.15.1.4 County purchase order number
- 2.15.1.5 Invoice number and date
- 2.15.1.6 Payment terms
- 2.15.1.7 Date of service or delivery
- 2.15.1.8 Quantity (number of days or weeks)
- 2.15.1.9 Contract Item number(s)
- 2.15.1.10 Description of Purchase (product or services)
- 2.15.1.11 Pricing per unit of purchase
- 2.15.1.12 Freight (if applicable)
- 2.15.1.13 Extended price
- 2.15.1.14 Arrival and completion time (if applicable)
- 2.15.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.15.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.15.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.16 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract

including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.5 Certificates of Insurance.

3.5.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

BRIAN WALSH, PROCUREMENT OFFICER, 602-506-3454
(walshb@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

CRYSTAL WESTER, PURCHASING AGENT, (602) 876-3408

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled). (1) hardcopy copy and one (1) electronic copy, including pricing (Attachment A shall be in Excel format, NO pdf files), on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.14.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy (Excel format only) of pricing on a CD;

3.14.2 **Mandatory:** Attachment "A", Pricing (Excel format only);

3.14.3 **Mandatory:** Attachment "B", Agreement; and

3.14.4 **Mandatory:** Attachment "C", References.

3.14.5 Proof of certification (Section 2.11.2)

3.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 3.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.16 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ULTIMATE DIVE & TRAVEL, 15001 N. HAYDEN ROAD, SCOTTSDALE, AZ 85260

PRICING SHEET: 1208301

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO __X__

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES __X__ NO ____ %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES __X__ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _X_ YES ____ NO

1.0 PRICING:

ITEM DESCRIPTION (Section 2.1)	MFG./BRAND	UNIT PRICE
1.1 Innovative Regulator Hose		\$12.60
1.2 M & J Engineering, Model SW-3000, AGA Omniswivel		\$52.50
1.3 Aquacom, THB-101 900298-009- Headset, Set up for the STX101m Surface Transceiver with Boom Mic		\$301.01
1.4 Aquacom-STX-101m Transceiver		\$2,586.64
1.5 Diving Unlimited International-CF 200X Self Donning Stock Men and women's Drysuit		\$1,413.35
1.6 Diving Unlimited International-Thinsulate Ultra 400 gram One-piece Jumpsuit		\$263.35
1.7 Thinsulate Ultra Insulation 400 gram boots		\$40.25
1.8 Interspiro AGA #96319-01-Gold Full Face Mask with MK-II Bud Communications		\$689.14
1.8.1 OTS ABV-1 Ambient Breathing Valve		\$180.26
1.8.2 OTS Supply Hose		\$43.13
1.9 Ocean Technology Aquacomm SSB-1001B		1748.26
1.10.1 50lb. Bag		\$44.00
1.10.2 100lb. Bag		\$57
1.11 Oceanic Reefpro-Warm Water Glove		\$14.95
1.12 Pelican Case #1650		\$168.50

ULTIMATE DIVE & TRAVEL, 15001 N. HAYDEN ROAD, SCOTTSDALE, AZ 85260

1.13 Aluminum Cylinders Pony-Series #AL- 13		\$92.00
1.14 Pony Bottle Quick Disconnect with Tank Band Assembly, Innovative Scuba #TK-0402		\$87.28
1.15 Scubapro 5mm Hooded Vest		\$44.00
1.16 Scubapro CrystalVU Mask		\$27.00
1.17 Scubapro Deluxe Regulator Bag		\$16.00
1.18 Scubapro Knighthawk Buoyancy Control Device		\$285.00
1.19 Scubapro MK 17 1st Stage with S555 Regulator		\$242.00
1.20 Scubapro R295 2nd Stage Octopus Regulator		\$67.00
1.21 Scubapro MK 2PLUS 1st Stage with R295 regulator		\$127.00
1.22 Scubapro Molded Sole dive boot		\$31.00
1.23 Scubapro Smart Com Computer		\$465.00
1.24 Scubapro K-3 Stainless Steel Knife		\$30.00
1.25 Scubapro Sure Grip 5MM Glove cold water		\$28.00
1.26 Scubapro Thermal Tec Steamer Wetsuit 5MM		\$133.00
1.27 Scubapro Twin Jet Fin		\$85.00
1.28 Underwater Kenitics C-4 L.E.D. Dive Light		\$57.49
1.29 XS SCUBA Mini retractor clip #CL14		\$11.50
1.30 XS Scuba Locking Gear Retractor #CL15		\$18.98
1.31 XS Scuba Deluxe Mesh Backpack		\$31.05
1.32 Scubapro Smart Infra Red Device		\$49.00
1.33 Aluminum Scuba Tanks		
1.33.1 Size 63		\$146.05
1.33.2 Size 80		\$146.05
1.34 Dive Alert		\$33.75
1.35 Sub Duck		\$38.75

ULTIMATE DIVE & TRAVEL, 15001 N. HAYDEN ROAD, SCOTTSDALE, AZ 85260**2.0 OTHER PRICING (Section 2.12)**2.1 Annual Maintenance Service Fee **for the following:****2.1.1 Buoyancy Compensators Parts & Labor**\$24.20**2.1.2 Regulators Parts & Labor MK17/S555 & R295 Oct**\$74.65**2.1.2.1 Regulators Parts & Labor MK2/R295**\$56.35**2.1.3 Masks - AGA**\$199.00**2.1.4 Tanks**\$8.00

2.2 Non-warranty maintenance, repair and adjustments

Rate per hour

\$45.00

2.3 Discount pricing for other parts & accessories

20%

Terms: NET 30

Vendor Number: W000002100 X

Telephone Number: 480/607-5071

Fax Number: 480/607-5073

Contact Person: Larry Moss

E-mail Address: udtscuba@qwest.com

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2010.**